



**STATEMENT ANSWERING ALLEGATIONS OF APPEAL**

(As required by 2 G.A.R. §12105(g))

In the Appeal of Jones & Guerrero Co., Inc. dba  
J & G Construction, Appeal No. OPA-PA-07-005

**I. RELEVANT BACKGROUND AND FACTS.**

On February 14, 2007, the Guam Memorial Hospital Authority ("GMHA") issued Bid Invitation No. GMHA 005-2007 (the "IFB") for the GMHA Warehouse Extension Project (the "Project"). The Project Manual for the IFB,<sup>1</sup> sets forth the bid requirements and includes, among other things, the following documents comprising the solicitation: (1) General Terms and Conditions Sealed Bid Solicitation and Award, (2) Instructions to Bidders, (3) Contractor's Qualification Statement, (4) Special reminder to Prospective Bidders, and (5) Attachment F -- Evaluation Factors for Determination of Qualified Bidder for GMHA Warehouse Extension Project GMHA 005-2007. Each one of these documents identifies the information or supporting documentation which every bidder is required to submit together with their Bid Documents, specifically (and in relevant part):

**A. General Terms and Conditions Sealed Bid Solicitation and Award.**<sup>2</sup>

- (1) **Paragraph 6. Compliance with Specifications and Other Solicitation Requirements:** Bidders shall comply with all specifications and other requirements of the solicitation;
- (2) **Paragraph 15. Competency of Bidders:** Bids will be considered only from such bidders, who in the opinion of the Government can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- (3) **Paragraph 16. Determination of Responsibility of Bidders:** The Hospital Administrator reserves the right of security from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR/GMHA PR&R Section 3-401).

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<sup>1</sup> Tab 1 to Notice of Filing Procurement Record, In the Appeal of Jones & Guerrero Co., Inc. dba J&G Construction, Appeal No. OPA-PA-07-005 (filed on 6/29/07).

<sup>2</sup> General Terms and Conditions, Tab 1 to Notice of Filing Procurement Record (attached hereto as Exhibit A for your easy reference).

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- (4) **Paragraph 17. Standard for Determination of the Most Qualified Responsible Bidder:** In determining the most qualified responsible offer, the Hospital Administrator shall be guided by the following:
- (a) The Bidder documentation to demonstrate their qualification to perform the scope of work.
  - (b) The ability, capacity, and skill of the Bidder to perform.
  - ...
  - (i) **The compliance with all of the conditions to the Solicitation.**
- (5) **Paragraph 23. Award, Cancellation & Rejection:** Award shall be made to the lowest **responsible and responsive bidder**, whose bid is determined to be the most advantageous to the Government, **taking into consideration the evaluation factors set forth in this solicitation.** No other factors or criteria shall be used in this evaluation. The right is reserved as the interest of the Government may be required to waive any minor irregularity in bid received. The Hospital Administrator shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional award for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation, which shall require advance payment or irrevocable letter of credit from the Government.<sup>3</sup>

**B. Instructions to Bidders, Warehouse Extension Project.**<sup>4</sup>

**(1) Section III, Bidding Documents, Paragraph A.**

<sup>3</sup> General Terms and Conditions at ¶23, Tab 1 to Notice of Filing of Procurement Record (Emphasis added).

<sup>4</sup> Instructions to Bidders, Tab 1 to Notice of Filing of Procurement Record (Emphasis added)(attached hereto as Exhibit B, for your easy reference).

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A. COMPOSITION, UTILIZATION, PROTOCOL, COST AND COPIES

1. This Invitation for Bids consists of the following documents:

a. Bid Invitation Documents

(1) Invitation to Bid

(2) Instructions to Bidders

b. Bid Submittal Documents

(1) Bid Proposal

(2) Bid Security

(3) Major Shareholders Disclosure Affidavit

**(4) Contractor's Qualification Statement**

(2) **Section III, Bidding Documents, Paragraph B.**

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

...

2. Bidders and Sub-bidders (Subcontractors) requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach GMHA Materials Management Administrator at least seven (7) calendar days prior to the date for receipt of Bids.

(3) **Section III, Bidding Documents, Paragraph F.**

F. CONTRACTOR'S QUALIFICATION STATEMENT

In accordance with the Guam Administrative Rules and Regulations (GARR), there are Standards or Factors to be considered in determining whether the Standards of Responsibility have been met by each Bidder (you may refer to the GARR, Section 16317). Those Standards include whether a prospective Contractor has:

1. available the appropriate financial, material, **equipment**, facility, and **personnel resources and expertise**, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

2. a satisfactory record of performance;

3. a satisfactory record of integrity;

4. qualified legally to contract with the territory; and

**5. supplied all necessary information in connection with the inquiry concerning responsibility.**

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Therefore, GMHA requires Bidders to present satisfactory evidence that they have sufficient experience and are fully prepared and therefore, "responsible" with necessary capital, material, machinery and skilled workmen and supervisory staff to carry out the contract satisfactorily.

**In order to enable Bidders to present evidence of meeting the Standards of Responsibility, GMHA has developed a "Contractor's Qualification Statement" contained in the Project Manual. Accordingly, each Bidder must submit a properly executed Contractor's Qualification Statement utilizing GMHA's form, which requests information within the following areas of the Contractor's operations:**

1. Organization;
2. Licensing;
3. Experience;
4. References;
5. Financing;
6. Statement Validation

No material, labor or facilities will be furnished by GMHA unless otherwise provided for in the Bid.

Any bidder who at the time of bidding is determined liable to pay liquidated damages for delay in completion of the last two (2) works contracted by the Government of Guam will be automatically rejected.

**C. Special Reminder to Prospective Bidders:**<sup>5</sup>

Bidders are reminded to read the Instructions to Bidders and the General Conditions attached to the Bid Invitation to ascertain that **all the following requirements of the bid are submitted in the bid envelope** at the date and time for bid opening.

...

7. Competency of Bidder (See Contractor's Qualification Statement)

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<sup>5</sup> Special Reminder to Prospective Bidders at ¶7, Tab 1 to Notice of Filing of Procurement Record (Emphasis added) (attached hereto as Exhibit C for your easy reference).

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This reminder must be signed and returned in the bid envelope together with the bid. **Failure to comply with the requirements will mean disqualification and rejection of the bid.**

**D. Attachment F -- Evaluation Factors for Determination of Qualified Bidder.**<sup>6</sup>

THE BIDDER IS DETERMINED TO HAVE MET THE STANDARDS IF THE FOLLOWING IS TRUE. ...

1. The Bidder has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to carry out the contract satisfactorily.

...  
2. The Bidder submitted resumes for the local office representative, the proposed project manager, as well as the field superintendent and the resumes reflect sufficient experience [in] other projects of similar complexity.

...  
7. The Bidder has complied with all the Instruction to Bidders, General Conditions and Standards for Determination of Qualified Bidder.

The bids were originally scheduled to be opened on March 14, 2007. However, on or about February 26, 2007, J&G Construction (the "Appellant") sent a letter to PeterJohn Camacho seeking an extension of three (3) weeks in which to submit its bid.<sup>7</sup> In this letter, Appellant noted that the extension "will enable us to submit a very responsive proposal." In response, GMHA agreed to a one week extension of time, from March 14, 2007 to March 21, 2007.<sup>8</sup> Appellant was the only bidder that requested an extension of time.

The following entities submitted bids in response to the IFB: Appellant J&G Construction; Phil-Gets(Guam) International Trading Corp.; Rex International, Inc.; and Eons Enterprises. During bid openings and evaluation, the evaluation committee determined that Appellant's bid was non-responsive due to its failure "to complete portions of the Contractor Qualification Statement and further failed to submit a detailed listing of

<sup>6</sup> Attachment F to Project Manual (attached hereto as Exhibit D for your easy reference).

<sup>7</sup> Letter erroneously dated October 27, 2006, and faxed to GMHA on February 26, 2007, from S.S. Cunanan, Project Estimator for Appellee, to PeterJohn D. Camacho. Tab 3 to Notice of Filing of Procurement Record (6/29/07).

<sup>8</sup> E-mail dated February 27, 2007, from Zaldy Tugade (GMHA) to Danny Matanane (GMHA). Tab 4 to Notice of Filing of Procurement Record; Amendment No. 1 for GMHA Bid 005-2007. Tab 5 to Notice of Filing of Procurement Record.

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availability of personnel and technical equipment to perform the required services."<sup>9</sup> All of the other bidders submitted bids which were in conformance with the bid specifications and requirements.

Consequently, on May 1, 2007, GMHA notified Appellant of its rejected bid.<sup>10</sup> On May 4, Appellant delivered a Request for Explanation Notice of Protest Pending Reasonable Explanation protesting the rejection of its bid and claiming that no explanation was given as to how its bid was non-responsive.<sup>11</sup> GMHA rejected Appellant's protest by letter dated June 11, 2007, and specifically identified J&G's failure to submit required information under the Specifications of the solicitation as the reason for the rejection.<sup>12</sup> On June 21, 2007, Appellant filed its appeal of GMHA's June 11 determination.

**II. DISCUSSION**

**A. Appellant's Bid Was Appropriately Rejected as Non-Responsive.**

Procurement of supplies, services and construction by GMHA is governed by the Guam Memorial Hospital Authority Procurement Rules and Regulations, adopted pursuant to Official Resolution No. 90-59, on May 9, 1990. Section 3-202 of the GMHA Procurement Rules and Regulations governs the use of competitive sealed bidding -- the solicitation process which GMHA followed for the Project.

Section 3-202.14 of GMHA's Procurement Rules and Regulations addresses "Bid Evaluation and Award" and provides that "the contract is to be awarded 'to the lowest responsible and responsive bidder' whose bid meets the requirements and criteria set forth in the Invitation for Bids. See Section 6959.1(g) (Competitive Sealed Bidding, Award) of the Guam Procurement Act. The Invitation for Bids shall set forth the requirements and criteria which will be used to determine the lowest responsive bidder. No bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids." Section 3-202.14.2 addresses *Responsibility and Responsiveness* of the bidder and states as follows:

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<sup>9</sup> Memorandum dated March 28, 2007, from Hospital Facilities Maintenance Manager to Supply Project Administrator. Tab 10 to Notice of Filing of Procurement Record (6/29/07). *See also*, Memorandum dated April 3, 2007 to Hospital Administrator from Supply Management Administrator noting J&G's failure to submit required information. Tab 11 to Notice of Filing of Procurement Record.

<sup>10</sup> Bid Status dated May 1, 2007, from GMHA to Emmanuel R. Cunanan. Tab 12 to Notice of Filing of Procurement Record.

<sup>11</sup> Protest Letter dated May 4, 2007. Tab 14 to Notice of Filing of Procurement Record.

<sup>12</sup> Letter to John Thos. Brown from Peter/John D. Camacho dated June 11, 2007. Tab 17 to Notice of Filing of Procurement Record (6/29/07).

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Responsibility of prospective contractors is covered by Section 3-401 (Responsibility) of this Chapter. Responsiveness of bids is covered by Section 6958(g) of the Guam Procurement Act, which defines 'responsive bidder' as a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

As painstakingly detailed in the Relevant Background and Facts section, above and in the following section, Appellant's bid submittal *did not* conform in all material respects to the Invitation for Bids. In numerous sections of the IFB, GMHA emphasizes that the responsiveness of the bids and the extent of the potential contractor's responsibility shall be determined by evidence which must be included in any bid and, indeed, an entire section of the IFB is dedicated to expressing the importance of the information contained in the Contractor's Qualifying Statement as key to the determination of a bidder's responsibility.

Specifically, in Section III, Paragraph F of the IFB, GMHA announces that it has developed the Contractor's Qualification Statement as a fair and reasonable means by which to "enable Bidders to present evidence of meeting the Standards of Responsibility." Obviously, Appellant's failure to accurately and completely complete the Statement leaves GMHA with no adequate basis by which to determine whether it has met the requisite Standards.

In support of its appeal, Appellant cites to numerous provisions of the Guam Procurement Act, as codified in Title 5 of the Guam Code Annotated. However, these provisions provide no measure of relief to Appellant and, instead, support GMHA's decision to reject J&G's bid in the first instance and to subsequently reject its protest. In its instant appeal, Appellant argues that GMHA has "hopelessly confused" the terms "responsible" and "responsive" in its rejection of Appellant's bid and that GMHA's rejection of the bid solely on the basis of its "non-responsiveness" using factors related solely to responsibility, not responsiveness, was improper. Appellant then engages in a wholly irrelevant discussion about the differences between "responsibility" and "responsiveness." Such discussion only serves to establish that Appellant has clearly missed the point of the rejection of its bid. In short, J&G's bid submittal was determined to be non-responsive *because* it failed to provide evidence of meeting the Standards of Responsibility sufficient to evaluate *whether* it was responsible. GMHA did not reject Appellant's bid because it determined J&G to be irresponsible, or non-responsible; GMHA rejected the bid because it was *non-responsive*, i.e. it failed to conform in all material respects to the Invitation for Bids. GMHA could not make a determination of responsibility because Appellant failed to provide information and evidence of meeting the Standards of Responsibility.



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**1. Appellant's bid failed to include information that is required to be provided pursuant to the Invitation for Bids.**

As discussed above, the Invitation for Bids includes the "General Terms and Conditions Sealed Bid Solicitation and Award." Paragraph 6 of that documents states, "Bidders **shall comply** with **all** specifications and other requirements of the solicitation." Paragraph 15 of the IFB provides that bids will be considered "only from bidders, who **in the opinion of the Government can show evidence** of their ability, experience, equipment, and facilities to render satisfactory service."

Further to that requirement, Section III, Paragraph F of the Instruction to Bidders states unequivocally that "GMHA **requires** bidders to present **satisfactory evidence** that they have sufficient experience and are fully prepared and therefore, 'responsible,' with necessary capital, material, machinery and skilled workmen and supervisory staff to carry out the contract satisfactorily." GMHA then declares that in order to "enable Bidders to present evidence of meeting the Standards of Responsibility, GMHA has developed a 'Contractor's Qualifying Statement' contained in this Project Manual. Accordingly, each Bidder must submit a **properly executed Contractor's Qualification Statement** utilizing GMHA's form. ...". Additionally, the Special Reminder to Prospective Bidders makes specific reference to the Contractor's Qualification Statement and states clearly: "***Failure to comply with the requirements will mean disqualification and rejection of the bid.***" (Emphasis added). Because the Statement submitted by Appellant in response to the IFB was not properly executed, its bid was properly rejected as *non-responsive*.

J&G failed to complete portions of the Contractor's Qualification Statement and also failed to submit a detailed listing of availability of personnel and technical equipment to perform the required services. It is noteworthy that **all** other bidders fully completed the Statement and otherwise complied with the requirements under the IFB.

In reviewing the Contractor's Qualification Statement it submitted in response to the IFB, the Appellant failed to provide the following information:<sup>13</sup>

I. ORGANIZATION

D.4. Secretary's Name: [No response given.]

D.5 Treasurer's Name: [No response given.]

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<sup>13</sup> Bid submitted by Appellant Jones & Guerrero Co., Inc. (3/21/07)(A copy of the incomplete Statement which was submitted with J&G's bid is enclosed as Exhibit E for your easy reference).

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G. Provide a list of equipment available to your organization to execute the project/work (attach to this Contractor's Qualification Statement).

RESPONSE: Forklift, Dump Truck. *[No detailed listing (make, model, year, etc.) of equipment was provided to GMHA].*

H. Provide a resume of your organization's supervisory personnel and their areas of performance (attach to this Contractor's Qualification Statement).

RESPONSE: *[No appropriate response. The only document submitted in response to this query referenced a individual named Samuel Cunanan and only lists his experience as an estimator.]*

II. LICENSING

B. List jurisdictions in which your organization's partnership or trade name is filed.

RESPONSE: *[No response given.]*

III. EXPERIENCE

A. List the categories of work that your organization normally performs with its own forces.

RESPONSE: *[No response given.]*

IV. REFERENCES

B. Surety:

a. Name of bonding company: *[No response given.]*

b. Name and address of agent: *[No response given.]*

Attachment F of the Bid Package sets forth the Evaluation Factors for Determination of Qualified Bidders for the Project. Pursuant to this attachment, the bidder is determined to have met the standards if, among other things:

"The Bidder has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and staff to carry out the contract satisfactorily." (Item 1 to Attachment F).

In its response to Item G of the Contractor's Qualification Statement, Appellant failed to detail the machinery and equipment available other than to identify a dump truck and forklift. This response is clearly insufficient to determine whether Appellant has sufficient equipment (machinery) to carry out the contract satisfactorily. Additionally, Appellant failed to identify skilled workmen and supervisory staff to carry out the contract

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satisfactorily, as required by Attachment F of the IFB, which provides that a bidder is determined to have met the Standards of Responsibility if, *inter alia*:

“The bidder submitted resumes for the local office representative, the proposed project manager, as well as the field superintendent and the resumes reflect sufficient experience [in] other projects of similar complexity.” (Item 4 to Attachment F).”

J&G failed to submit resumes for its local office representative, the proposed project manager and field superintendent. No documents submitted were of resumes showing sufficient experience of any individuals who would be in charge of the Project. Thus, this is not a case of Appellant submitting the required documentation and GMHA determining that it was nonresponsible. Instead, Appellant outright failed to provide information in the already standardized Contractor's Qualifying Statement which would allow GMHA to make a determination one way or another as to Appellant's responsibility or lack thereof.

Appellant devotes at least six pages of its appellate statement to a wholly irrelevant discussion about whether or not GMHA properly determined it to be "nonresponsible." It must be emphasized that GMHA *did not* make a determination with regard to whether J&G was a responsible bidder. In fact, GMHA could not even reach that determination because the bid submitted by J&G simply did not provide evidence which, in the sole determination of GMHA, would support a finding that it had sufficient experience to satisfy the requirements of the Project. The most objective basis which GMHA has to make such a determination, as declared in the IFB, is a properly executed Contractor's Qualification Statement -- which J&G failed to submit. As such, GMHA properly rejected the bid -- not the bidder, as Appellant asserts -- to be non-responsive.

**2. Appellant has no right to supplement its bid to the prejudice of other bidders.**

Appellant also contends that its failure to provide all of the information required under the IFB was not a "material respect" of the solicitation, but concedes that it did not "dot[ ] every 'i' nor crossed every 't'," nevertheless, it claims it was denied "due process" when GMHA failed to make a "separate inquiry" with respect its "responsibility." This contention is completely unsupported by the provisions of the competitive selection process set forth in the Guam Procurement Act and the GMHA Procurement Rules and Regulations. Indeed, J&G claims that a special concession should have been made to determine, by a separate inquiry, whether it was a "responsible" bidder. This position completely ignores the clearly expressed basis for the requirement that bidders submit the Contractor's Qualifying Statement and also ignores the fact that every other bidder was able to submit evidence to support its responsibility. Were GMHA to have provided Appellant with a second bite of the apple by allowing it to submit documents which were

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to have been submitted together with its bid would only have exposed the agency to protests by any or all of the bidders who fully complied with all of the submittals required by the IFB.

In support of this untenuous position, Appellant cites to 2 GAR §3116, which is not relevant here because GMHA has its own established Procurement Rules and Regulations. However, the equivalent section, Section 3-401(1) of the GMHA Procurement Rules and Regulations states similarly as follows:

Determination of Nonresponsibility. A written determination of nonresponsibility of a bidder or offeror shall be made in accordance with this Section. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror.

Still, this provision provides no relief for Appellant because it clearly applies only in the instance that a bidder is determined to be *nonresponsible*. GMHA made no such determination. The Bid Status sent to Appellant determined that its bid was *nonresponsive* because it failed to submit information that was *material* and necessary in order to determine the bidder's responsibility.

CONCLUSION

It is clear from the procurement record, Appellant's own appellate statement and this Agency Report that Appellant J&G simply failed to submit documents and or provide information which was mandated in the IFB, and that such failure subjected Appellant to the rejection of its bid. Appellant attempts to confuse the issue before the Procurement Appeals Officer as one of responsibility of the bidder, rather than on the responsiveness of the bid -- the latter of which is truly before the appeals officer.

The Instructions to Bidders, Section I ("Definitions") defines a "Responsive Bidder" as "a Bidder whose Bid conforms in all material respects to the Invitation for Bids."<sup>14</sup> A "Responsible Bidder," on the other hand, is one that "has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance."<sup>15</sup> Paragraph 23 of the General Terms and Conditions provides that the award of the solicitation "shall be made to the lowest **responsible and responsive** bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation."

<sup>14</sup> Instructions to Bidders at ¶I(F)(Exhibit B to this Agency Report).

<sup>15</sup> Instructions to Bidders at ¶I(G).

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In order for Appellant to have been awarded the solicitation, it had to be both responsible and responsive. Because its bid did not conform in all material respects to the Invitation for Bid, it was determined *not* to be a "Responsive Bidder." GMHA did not determine whether it was a "Responsible Bidder." Because its bid was rejected as non-responsive due to its failure to provide material information, J&G was not entitled to an award of the solicitation merely because it was the lowest bidder. The GMHA Procurement Rules and Regulations and the clear and unequivocal language of the IFB for the Project requires that the awardee be all of the lowest, responsible and responsive bidder. Appellant was not. As such, GMHA respectfully submits that it properly rejected Appellant's bid and properly denied the protest under the applicable laws and regulations governing the Project.

Based on the facts and legal authorities cited herein, GMHA determined that there was no evidence to support the claims presented in J&G's Protest and, therefore, rejected it. Appellant's appeal provides no justification for reversing the agency's determination. As such, Appellant's appeal should be denied and GMHA be permitted to proceed with the solicitation.

GMHA requests further that the Public Auditor award GMHA all legal and equitable remedies that GMHA may be entitled to as a result of a denial of Appellant's appeal, to include, but not be limited to, GMHA's reasonable costs and attorney's fees, if permissible.

**\*\*\*\* END OF AGENCY STATEMENT \*\*\*\***

**GUAM MEMORIAL HOSPITAL AUTHORITY**

**GENERAL TERMS AND CONDITIONS  
SEALED BID SOLICITATION AND AWARD**  
Only those items checked below are applicable to this bid.

- (X) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Guam Procurement Act (P.L., 16-124) and the Guam Procurement Regulations/Guam Memorial Hospital Authority Procurement Rules and Regulations (copies of both are available at the Office of the Compiler of Laws, Department of Law, copies available for inspection at Guam Memorial Hospital Authority. It requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
- (X) 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready to use.
- (X) 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes be obtained from the Director of Revenue and Taxation.
- (X) 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- (X) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with Section 6950.7 of the Guam Procurement Act (P.L., 16-124) and Section 1-104 of the Guam Procurement Regulations (GPR/Guam Memorial Hospital Authority Procurement Rules and Regulations (GMH PR&R).
- (X) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the solicitation.
- (X) 7. **"ALL OR NONE" BIDS:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis. Reference: Section 3-3-1.06 of the Guam Procurement Regulations.
- ( ) 7a. If the Government does not require all or none bids (Section 7 is not checked off), but the bidder indicates on the bid that it is an all or none bid, then the Government will deem the bid submitted to be non-responsive.
- (X) 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 6981 of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 6981 of the Government Code.
- ( ) 9. **BIDDER'S PRICES:** The Government will consider no more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.

- c) The quality of performance of the Bidder with regards to awards previously made to him.
- d) Whether the Bidder can perform promptly or within the specified time.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) Price of items offered.
- i) The compliance with all of the conditions to the Solicitation.

- (X) 18. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Hospital Administrator has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids (GPR Section 3-202.15.2).
- (X) 19. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commonly description. Such reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- (X) 20. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics, which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the Bid.
- (X) 21. SAMPLES: Samples, if items are not as specified in this solicitation, must be furnished as part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conforms to the specifications and other requirements of the solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- (X) 22. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- (X) 23. AWARD, CANCELLATION & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in this evaluation. The right is reserved as the interest of the Government may be required to waive any minor irregularity in bid received. The Hospital Administrator shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional award for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation, which shall require advance payment or irrevocable letter of credit from the Government (GPR/GMHA PR&R Section 3-202.14.1)
- ( ) 24. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

employee to breach any of the ethical standards and represents that it has not violated; is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations/GMHA Procurement Rules and Regulations.

- (X) 33. REPRESENTATION REGARDING CONTINGENT FEES: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- (X) 34. EQUAL EMPLOYMENT OPPORTUNITY: Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- (X) 35. COMPLIANCE WITH LAWS: Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (X) 36. CHANGE ORDER: Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provision of Section 6-101.03.1 of the Guam Procurement Regulations.
- (X) 37. STOP WORK ORDER: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.04.3 of the Guam Procurement Regulations.
- (X) 38. TERMINATION FOR CONVENIENCE: Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Guam Procurement Regulations.
- (X) 39. TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refused or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Regulations.
- (X) 40. JUSTIFICATION OF DELAY: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he's required to notify the Hospital Administrator of such delay. Notification shall be in writing and shall be received by the Hospital Administrator at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Hospital Administrator, such justification is not adequate.
- (X) 41. LIQUIDATED DAMAGES: When the Contractor is given notice of delay or nonperformance as specified in the Contract Documents and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two thousand dollars (\$2,000.00) calendar day from the date set for cure until either the Hospital reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Hospital. The contractor remains liable for damages caused other than by delay (GMHA Procurement Rules and Regulations Section 6-101-09.1).



# GUAM MEMORIAL HOSPITAL AUTHORITY

## INSTRUCTIONS TO BIDDERS

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- C. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Document.
- D. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- E. The Bidder represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.
- F. The Bidder represents that it has not knowingly influenced and promises that it will not knowingly influence a GMHA employee (both present and former) to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.
- G. The Bidder represents that its company/firm has certain confidentiality rights and therefore may request, in writing, for nondisclosure of trade secrets and other proprietary data. The GMHA Materials Management Administrator shall examine the Bids to determine the validity of such requests. If the parties do not agree as to the disclosure of data, the GMHA Materials Management Administrator shall inform the Bidders in writing as to what portions of the Bid will be disclosed and that, unless the Bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the Bids will be so disclosed. The Bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (GMHA Procurement Regulations, Section 3-202.12.3).

### **III. BIDDING DOCUMENTS**

#### **A. COMPOSITION, UTILIZATION, PROTOCOL, COST, AND COPIES**

- 1. This Invitation for Bids consists of the following documents:
  - a. Bid Invitation Documents
    - (1) Invitation to Bid
    - (2) Instructions to Bidders
  - b. Bid Submittal Documents
    - (1) Bid Proposal
    - (2) Bid Security
    - (3) Major Shareholders Disclosure Affidavit
    - (4) Non-Collusion Affidavit
    - (5) Contractor's Qualification Statement
    - (6) List of Subcontractors
    - (7) Special Reminder to Prospective Bidders
    - (8) Contractors Qualification Statement

Instruction to Bidders  
Warehouse Extension Project  
GMHA 005-2007

include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement shall be included setting forth changes in other materials, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed Substitution would require. The burden of proof of the merit of the proposed substitution is upon the Bidder making the proposed substitution. The Hospital Administrator shall determine the approval or disapproval of a proposed substitution.

3. If the Hospital Administrator approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
4. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

#### D. ADDENDA

1. Addenda will be mailed, faxed or delivered to all contractors whom are known by GMHA Materials Management Department to have received a complete set of Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
4. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### IV. BIDDING PROCEDURES

#### A. FORM AND STYLE OF BIDS

1. Bids shall be submitted on forms identical to the form included with the Bidding Documents.
2. All blanks on the bid form shall be filled in by typewriter or manually in ink.
3. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
4. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

2. Failure by any Bidder to properly submit the Major Shareholders Disclosure Affidavit on the form furnished by GMHA shall result in the disqualification of his/her Bid.

#### D. NON-COLLUSION AFFIDAVIT

1. Each Bidder submitting a Bid for any portion of the work covered by the Bid Documents shall execute a Non-Collusion Affidavit, in the form provided with the Bid, to the effect that he/she has not colluded with any person, firm or corporation in regards to any Bid submitted. Such Affidavit shall be attached to the Bid.
2. Failure by any Bidder to properly submit the Non-Collusion Affidavit on the form furnished by GMHA shall result in the disqualification of his/her Bid.

#### E. SUBMISSION OF BIDS

1. All copies of the Bid, the Bid Security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to GMHA Materials Management Administrator who shall receive the Bids and each Bid shall be identified with the Project Name and Number, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
2. Bids shall be deposited at GMHA Materials Management Department prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids shall be rejected and returned unopened to the Bidder.
3. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
4. Oral, telephonic, fax, electronic mail or telegraphic Bids are invalid and will not receive consideration.
5. Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of a contract, but also expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but Bidders must familiarize themselves with every provision and its effect.

#### F. CONTRACTOR'S QUALIFICATION STATEMENT

In accordance with the Guam Administrative Rules and Regulations (GARR), there are Standards or Factors to be considered in determining whether the Standards of Responsibility have been met by each Bidder (you may refer to the GARR, Section 16317). Those Standards include whether a prospective Contractor has:

4. A Bid Security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

## V. CONSIDERATION OF BIDS

### A. OPENING OF BIDS

Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders. When it has been stated that Bids will be opened privately, an abstract of the same information may, at the discretion of GMHA Materials Management Administrator, be made available to the Bidders within a reasonable time.

### B. RIGHT TO ACCEPT AND REJECT BIDS

GMHA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Bids, or to accept that Bid or combination of Bids, if any, which in its sole and absolute judgment will under all circumstances best serve GMHA's interests. In the event that the successful Bidder fails to execute the contract upon his/her part or to furnish a satisfactory performance and payment bond, GMHA, after declaring forfeiture of the Security Deposit of such Bidder, reserves the option to accept the Bid of any other Bidder within ten (10) calendar days from such default. In such a case, the acceptance of another Bidder shall have the same effect as though he/she was the original successful Bidder.

### C. ACCEPTANCE OF BID (AWARD)

1. It is the intent of GMHA to award a Contract to the lowest responsive and responsible Bidder provided (1) the Bid "conforms in all material respects to the Invitation for Bids;" (2) the Bidder "has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance;" and (3) the Bid does not exceed the funds available for the Project (you may refer to the Guam Administrative Rules and Regulations, Section 16317; and the Guam Procurement Act within the Guam Code Annotated, Section 5201).
2. Based upon the best interests of GMHA, the Hospital Administrator shall have the right to waive any minor informality in a Bid received and to accept that Bid (you may refer to the Guam Administrative Rules and Regulations, Section 16309, [m], [4], [B]).
3. The Hospital Administrator shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents,

## SPECIAL REMINDER TO PROSPECTIVE BIDDERS:

Bidders are reminded to read the Instructions to Bidders and the General Conditions attached to the Bid Invitation to ascertain that all the following requirements of the bid are submitted in the bid envelope at the date and time for bid opening.

1. Bid Proposal.
2. Bid bond in the form cashier's check or Surety Bond. Surety Bond, to be valid, must be accompanied by:
  - a. Current certificate of authority issued by the Insurance Commissioner.
  - b. Power of Attorney issued by the Surety to the Resident General Agent
  - c. Power of Attorney issued by two (2) major officers of the surety to whoever is signing on their behalf.
3. Non-Collusion Affidavit.
4. Bidders Qualifications Statement
5. Listing of Subcontractors
6. Major Shareholders Disclosure Affidavit.
7. Competency of Bidder (See Contractor's Qualification Statement)

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the requirements will mean disqualification and rejection of the bid.

\_\_\_\_\_ authorized representative of

\_\_\_\_\_ acknowledge receipt of this special reminder to

prospective bidders together with **Bid Invitation / Number GMHA 005-2007**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and that I have read and understand its intent and implications.

\_\_\_\_\_  
BIDDER REPRESENTATIVE'S SIGNATURE

**EVALUATION FACTORS  
FOR DETERMINATION OF QUALIFIED BIDDER FOR  
GMHA Warehouse Extension Project  
GMHA 005-2007**

THE BIDDER IS DETERMINED TO HAVE MET THE STANDARDS IF THE FOLLOWING IS TRUE:

1. The Bidder has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to carry out the contract satisfactorily.
2. Accordingly, the Bidder submitted documentation to demonstrate the ability, capacity and skill to perform the required scope of work.
  - a) The Bidder submitted documentation to reflect experience and familiarity with other projects of similar complexity. The documentation reflects experience gained within the last 5 years.
  - b) The Bidder indicated the location of the other projects of similar complexity.
  - c) The Bidder provided a contact person with a current phone number and address as a reference for other projects of similar complexity. The Bidder also provided a letter authorizing the contact person to release to the Guam Memorial Hospital Authority any information pertaining to the Bidder's quality of performance, diligence in carrying out responsibilities and record of owner-contractor relationship.
3. The Bidder submitted documentation that reflects past performance in completing projects within the agreed time.
  - a) Start and finish dates for projects of similar complexity.
  - b) Indication as to whether or not other projects of similar complexity were completed within the initial contract period.
  - c) Reason(s) for any delay(s) incurred on projects other projects of similar complexity.
4. The Bidder submitted resumes for the local office representative, the proposed project manager, as well as the field superintendent and the resumes reflect

# Contractor's Qualification Statement

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Guam Memorial Hospital Authority

ADDRESS: 850 Gov. Carlos Camacho Road - Oka, Tamuning, Guam 96913

SUBMITTED BY: Jones & Guerrero Co., Inc.  
Dbá: J & G Construction

NAME: Emmanuel R. Cunanan

ADDRESS: P. O. Box 7 Hagatna, Guam 96932

PRINCIPAL OFFICE: South Biang Street, Maite, Guam

BUSINESS TYPE (check applicable type):

Corporation  Partnership  Individual  Joint Venture  Other

NAME & NUMBER OF PROJECT: Warehouse Extension, Project No. GMHA 005-2007

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Plumbing

Electrical

Other Carpentry

(please specify)

## I. ORGANIZATION

A. How many years has your organization been in business as a Contractor? 39

B. How many years has your organization been in business under its present business name? 13

C. Under what other or former names has your organization operated? Mod. Homes Inc.  
J & G Construction Co., Inc.

D. If your organization is a corporation, answer the following:

1. Date of incorporation: June 30, 1953

2. State of incorporation: Territory of Guam



3. President's name: Kenneth T. Jones Jr.

4. Vice-President's name(s): Noli C. Cadag

5. Secretary's name: \_\_\_\_\_

6. Treasurer's name: \_\_\_\_\_

E. If your organization is a partnership, answer the following:

1. Date of organization: \_\_\_\_\_

2. Type of partnership (if applicable): \_\_\_\_\_

3. Name(s) of general partner: \_\_\_\_\_

F. If your organization is individually owned, answer the following:

1. Date of organization: \_\_\_\_\_

2. Name of owner: \_\_\_\_\_

3. If the form of your organization is other than those listed above, describe it and name the principal: \_\_\_\_\_

G. Provide a list of equipment available to your organization to execute the project/work (attach to this Contractor's Qualification Statement).

Forklift, Dump Truck

H. Provide a resume' of your organization' supervisory personnel and their areas of performance (attach to this Contractor's Qualification Statement).

## II. LICENSING

A. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Building Construction

Guam Contractors lic. # 4575

B. List jurisdictions in which your organization's partnership or trade name is filed.

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C. Provide copy of your organization's current and appropriate Government of Guam contractor's license.

### III. EXPERIENCE

A. List the categories of work that your organization normally performs with its own forces.

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B. Claims (e.g. liquidated damages), Suits and Records of Default. (If the answer to any of the questions below is yes, please attach details.)

1. Has your organization ever failed to complete any work awarded to it within the last five years? No

If yes, is your organization currently liable to pay liquidated damages for delay in the completion of the last two (2) works contracted by the Government of Guam? \_\_\_\_\_

Please provide any records of defaults incurred during the last five (5) years.

2. Are there any other judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No

C. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

D. On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

State total worth of work in progress and under contract.

- E. On a separate sheet, list major projects of similar complexity to this bid solicitation that your organization has completed in the past five years, giving the name of projects, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with you own forces.

State average annual amount of construction work performed during the past five years.

- F. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### IV. REFERENCES

A. Trade References: Benson Guam Ent.  
P. O. Box 6157  
Tamuning, Guam 96931

B. Bank References: Bank of Hawaii  
123 West Soledad Avenue  
Hagatna, Guam 96932

C. Surety:

1. Name of bonding company: \_\_\_\_\_  
\_\_\_\_\_

2. Name and address of agent: \_\_\_\_\_

- D. Provide references of projects completed with in the last five (5) years that would reflect good owner-contractor relationships.

V. FINANCING

A. Financial Statement:

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets: Please see attached.

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Other Assets:

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Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

2. Name and address of firm preparing attached financial statement, and date thereof:

J & G Construction

3. Is the attached financial statement for the identical organization named on page one? Yes

4. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary).

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B. Will the organization, whose financial statement is attached, act as guarantor of the construction contract? Yes

VI. SIGNATURE

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Organization: Jones & Guerrero Co., Inc.  
Dbas: J & G Construction

By: Noli C. Cadag

Title: Exec. Vice President

being duly sworn deposed and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 2/21st day of March, 2007.

Notary Public: Linda R. Afaisen

My Commission Expires: April 7, 2008

